

United States District Courthouse
For the Southern District of New York

Yashua ank bey el,
c/o YASHUA ANK BEY EL Estate)
And the family of Moors,)
~ 421 8th Ave , New York , New York , [10001])
Claimant / Complainant)

Plaintiff

VS

Melissa Ferraiola

Knuckles, Komoshinski, Manfro, LLP

565 TAXTER ROAD, SUITE 590
ELMSFORD, NY 10523

civil 19 CV 7632
Miscellaneous Case No. _____

FILED UNDER SEAL PURSUANT TO

31 U.S.C. § 3730 (b) (1)

COMPLAINT FOR VIOLATIONS OF
THE FALSE CLAIMS ACT

JURY TRIAL DEMANDED

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COMPLAINT

Yashua Ank Bey El brings this qui tam action; pursuant to 31 USC § 3729 et seq, this Complaint is to be filed **in camera** and **under seal**, and is to remain under seal for a period of at least sixty days and shall not be served on Defendants until the Court so orders. This suit is not based on prior public disclosure of allegations or transactions in a criminal, civil, or administrative hearing, lawsuit or investigation; in a Government Accountability Office or Auditor General's report, hearing, audit, investigation; in the news media; or in any other location as the term "publicly disclosed" is defined in 31 U.S.C. § 3730, but rather information from Realtor. In the alternative, to the extent there has been a public disclosure unknown to Realtor, he is an original source under the aforementioned statute. As more fully set forth in this Complaint, Yashua Ank Bey El has direct and independent knowledge of the information on which the allegations herein are based, and witnessed directly the fraudulent actions and representations by the Defendants against the United States, its departments or agents. (See Exhibit A Securitization Audit and Exhibit B Affidavit)

Further, the United States Government may elect to intervene and proceed with the action within the sixty day time frame after it receives both the Complaint and the material evidence submitted to it, and related causes of action, on the behalf of the United States of America, against KNUCKLES, KOMOSHINSKI, MANFRO, LLP and alleging as follows starting in the Introduction which follows Jurisdiction and Venue.

JURISDICTION AND VENUE

This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. § 1331 and 31 U.S.C. § 3732, the latter of which specifically confers jurisdiction on this Court for actions brought pursuant to 31 U.S.C. § 3729 and 3730. Plaintiff establishes subject matter jurisdiction under 28 U.S.C. § 3730(b). Under 31 U.S.C. § 3730 (e), there has been no statutorily relevant public disclosure of the "allegations or transactions" in this Complaint for which

Yashua Ank Bey El is not an "original source," additionally Defendants and each of them may be found in the District and transact business in this District as set forth above. Venue is proper in this District Court pursuant to 28 U.S.C. § 1391 and 31 U.S.C. § 3732(a) because Defendants are found, transact business, and committed the acts alleged herein and proscribed by 31 U.S.C. § 3729 in this District. Defendant's actions in the categorization, underwriting and sale of mortgages to the Entities, to the United States or its departments or agents are continuous and systematic, and substantially occurred or continue to occur in the State of NEW YORK.

INTRODUCTION

This is a qui tam action under the False Claims Act ("FCA"), the Racketeer Influenced & Corrupt Organization Act ("RICO"), the Freedom of Information Act ("FOIA") 5 USC § 552, the Fraud Enforcement and Recovery Act ("FERA"), the Truth in Lending Act ("TILA"), the American Recovery and Reinvestment Act ("ARRA"), and the Helping Families Save Their Homes Act; brought by Realtor to

recover treble damages and civil penalties under the False Claims Act, as amended, 31 U.S.C. §§ 3729 *et seq.* arising from fraud on the Court 18 USC § 1957, 8 USC § 1324c., the Federal National Mortgage Association (commonly referred to and referred to herein as "Fannie Mae"), the Generally Accepted Accounting Principles ("GAAP") 12 USC § 183 In, Tax Fraud, the Troubled Asset Relief Program ("TARP") 12 USC Chapter 52, Federal Home Loan Mortgage Corporation (commonly referred to and referred to herein as "Freddie Mac") the United States Department of Housing and Urban Development

("HUD"), collusion 18 Usc § 371, conspiracy to defraud the United States 18 Usc § 2385 and its citizens, racketeering 18 U.S.C. §§ 1961-1968 and theft by deception 18 USC § 1028 in connection with Defendants residential mortgage lending business practices.

The aforementioned Defendants have purposely collaborated to create Mortgage "vehicles" to exploit the ignorance of the American people concurrently utilizing those same vehicles to take advantage of the trust of the United States Government and exploit loopholes and weakness of the established financial system. These white collar, civil Rico racketeering collaborations were not accidents but maliciously manufactured, and designed for exorbitant financial gain at the expense of its victims; with no care nor concern for the ramifications to the economy (with trillions of dollars stolen), economic system or persons they would affect. Realtor I Yashua Ank Bey El is a American who has first hand experience of the impact of the Defendants fraudulent actions as a victim of foreclosure due to fraud upon the court (See Exhibit A - Mortgage Securitization Audit and Exhibit B Affidavit).

The fraud on the court denies the public interest, thwarts the FOIA, transparency as the requested court approval of settlements in which the Defendants resolve the serious allegations of fraud brought against them "without admitting or denying the allegations of the complaint. "To this end, each of the proposed consent Judgments now presented to this court is accompanied by a formal written "consent" of the defendant agreeing, pursuant to 17 C.F.R § 205.5, "not to take any action or to make or permit to be made any public statement denying, directly or indirectly, any allegation in the complaint or creating the impression that the complaint is without factual basis." "This might be defensible if all that were involved was a private dispute between private parties. But here an agency of the United States is saying, in effect, "Although we claim that these defendants have done terrible things, they refuse to admit it and we do not propose to prove it, but will simply resort to gagging their right to deny it." "The disservice to the public inherent in such a practice is palpable.

nolo contendere except in the most unusual circumstances and only after a recommendation for doing so has been approved by the Assistant Attorney General responsible for the subject matter or by the Associate Attorney General, Deputy Attorney General or the Attorney General."); U.S. Dep't of Justice, U.S. Attorneys' Manual § 9-27.500 (2006) ("The attorney for the government should oppose the acceptance of a plea of *nolo contendere* unless the Assistant Attorney General with supervisory responsibility over the subject matter concludes that the circumstances of the case are so unusual that acceptance of such a plea would be in the public interest."). As the great U.S. Attorney General Herbert Brownell, Jr. stated in a 1953 departmental directive:

[A] person permitted to plead *nolo contendere* admits his guilt for the purpose of imposing punishment for his acts and yet, for all other purposes, and as far as the public is concerned, persists in his denial of wrongdoing. It is no wonder that the public regards consent to such a plea by the Government as an admission that it has only a technical case at most and that the whole proceeding was just a fiasco.

See Comment, U.S. Dep't of Justice, U.S. Attorneys' Manual § 9-27.500 (2006).

Moreover, as a practical matter, it appears that defendants who enter into consent judgments where they formally state, with the S.E.C.'s full consent, that they neither admit nor deny the allegations of the complaint, thereafter have no difficulty getting the word out that they are still denying the allegations, notwithstanding their agreement not to "make any public statement" denying the allegations. Reacting to the equivocal press releases issued by some defendants after such settlements, S.E.C. Commissioner Luis A. Aguilar has expressed the "hope that this revisionist history in press releases will be a relic of the past," but added "If not, it may be worth revisiting the Commission's practice of routinely accepting settlements from defendants who agree to sanctions 'without admitting or denying' the misconduct." *See Commissioner Luis A. Aguilar, Speech by SEC Commissioner: Setting Forth Aspirations for 2011, Address to Practicing Law Institute's SEC Speaks in 2011 (Feb. 4, 2011).*"

These calculated well executed actions of mortgage and securities fraud by the Defendants is compounded by their fraud upon the courts; as they continue to falsify documents make false claims against the Government (by omission and commission), collect government funded insurance policies, move for foreclosure proceedings and if caught agree to terms with the governing agencies while never admitting guilt, hence they are able to continue to conduct business as usual; subsequently denying home owning American citizens their right to due process and justice all while making the Government and judiciary complicit and accomplices in the largest Mortgage and Securities fraud in the history of this great country. These same settlements and consent judgments thwart the very foundation and fabric of the FOIA, by denying full disclosure or establishing precedent, therefore society continues to be in the dark, people are continually losing their homes to a fraudulent racketeering machine

ALLEGATIONS

New York State Trust Law Statutes state: Unless an asset is transferred into a life time trust, the asset does not become trust property. (NY Estates, Powers and Trust Law § 7-1.18). A trustee's act that is contrary to the trust agreement is void.

(NY Estates, Powers and Trust Law § 7-2.4). If the investment trust that ostensibly owns the mortgage obligation is a REMIC, the trustee, the QSPE, and the other parties servicing the trust, have no legal or equitable interest in the securitized mortgages. Therefore, any servicer (i.e. KNUCKLES, KOMOSHINSKI, MANFRO, LLP) who alleges that they have the right, or that they have been assigned the right, to claim that they are the agent for the holder of the note for purposes of standing to bring an action of foreclosure, are stating a legal impossibility. In light of this, by what authority can you show that you can administer a lawful foreclosure? in order for the investment entity to be a REMIC (in other words, in order for the entity to be able to qualify for the single taxable event as a pass through entity), all interest in the mortgage is supposed to be transferred forward to the certificate holders. Well, in fact, *such a transfer never occurs*. Either that is the case, or the parties who state that they have a right to foreclose on a securitized note are not being truthful when they present themselves as the real party in interest. In any case, they cannot have it both ways. The servicer cannot claim to hold legal and/or equitable interest in the mortgages held in the name of an investment trust that also provides the (REMIC) pass through tax benefit to its investors. Does the Master Servicing Agreement - made public through its filing with the Securities and Exchange Commission - show that the entity is a REMIC?

If so, the note has become unenforceable because the unnamed parties who are receiving

the pretax income from the entity are the real parties in interest. They hold the legal and/or equitable interest in the mortgages held, but they do not have the ability to foreclose on any one individual mortgage because the mortgages held by the REMIC have all been bundled into one big income-producing unit. Simply stated, the vast majority of litigants - and judges - have not been properly informed as to the true nature of this type of transaction. This is said not to insult anyone. Quite to the contrary, this is just to say that the true identity of the real party in interest is able to be obfuscated in the labyrinth of the securitization scheme such that whoever steps forward claiming to be that party and showing documentation appearing to be legitimate is assumed to have standing, and there are too few knowledgeable challengers of that mistaken assumption. So much more so in the case of the "layman" homeowner like Relator Kimmy R Cathey. Most homeowners have no idea that the transaction being referred to as a debt and as an obligation that they must pay or be subject to foreclosure, has actually already been paid. And not just once! In cases where a default has been alleged, the securitized note has likely already been satisfied (not just sold and/or assigned) four or five times over. Securitization is a product of the genius of capitalism. As long as profits continued to be made, all participants did very well from this creative new financial arrangement, and bliss reigned supreme. Then the other shoe dropped. There is a mortgage default crisis underway in the United States and a credit crisis caused by toxic assets in the secondary mortgage market. Goldman Sachs estimates that, starting at the end of the last quarter of 2008 through 2014, 13 million foreclosures will occur. The Center for Responsible Lending, based on industry data, predicted 2.4 million foreclosures occurred in 2009, and that there

would be a total of 9 million foreclosures between 2009 and 2012. At the end of the first quarter of 2009, more than 2 million houses were in foreclosure. Mortgage Bankers' Ass'n, Nat'l Delinquency Survey Q109 at 4 (2009) reporting that 3.85% of 44,979,733, or 1.7 million, these spiraling foreclosures weaken the entire economy and devastate the communities in which they are concentrated. According to The Subprime Lending Crisis: The Economic Impact on Wealth, Property Values and Tax Revenues, and How We Got Here, foreclosed home owners are projected to lose \$71 billion due to foreclosure crisis, while neighbors will lose \$32 billion, and state and local governments will lose \$917 million in property tax revenue.

SECURITIZATION AND TAX FRAUD

In the mortgage securitization process, collateralized securities are issued by, and receive payments from, mortgages collected in a collateralized mortgage pool. The collateralized mortgage pool is treated as a trust. This trust is organized as a special purpose vehicle ("SPV") and a qualified special purpose entity ("QSPE") which receives special tax treatment. The SPV is organized by the securitized so that the assets of the SPV are shielded from the creditors of the securitized and the parties who manage it. This shielding is described as making the assets "bankruptcy remote". To avoid double taxation of both the trust and the certificate holders, mortgages are held in Real Estate Mortgage Investment Conduits ("REMICS"). To qualify for the single taxable event, all interest in the mortgage is supposed to be transferred forward to the certificate holders. The legal basis of REMICs was established by the Tax Reform Act of 1986 (100 Stat.

The principal advantage of forming a REMIC for the sale of mortgage-backed securities 2085, 26 U.S.C.A. §§ 47, 1042), which eliminated double taxation from these securities.

is that REMIC's are treated as pass-through vehicles for tax purposes helping avoid double-taxation. For instance, in most mortgage-backed securitizations, the owner of a pool of mortgage loans (usually the Sponsor or Master Servicer) sells and transfers such loans to a QSPE, usually a trust, that is designed specifically to qualify' as a REMIC, and, simultaneously, the QSPE issues securities that are backed by cash flows generated from the transferred assets to investors in order to pay for the loans along with a certain return. If the special purpose entity, or the assets transferred, qualify as a REMIC, then any income of the QSPE is "passed through" and, therefore, not taxable until the income reaches the holders of the REMIC, also known as beneficiaries of the REMIC trust. Accordingly, the trustee, the QSPE, and the other parties servicing the trust, *have no legal or equitable interest in the securitized mortgages*. Therefore, any servicer who alleges that they are, or that they have the right, or have been assigned the right, to claim that they are the agent for the holder of the note for purposes of standing to bring an action of foreclosure, are stating a legal impossibility. Any argument containing such an allegation would be a false assertion. Of course, that is exactly what the servicer of a securitized mortgage that is purported to be in default claims. The same is the case when a lender makes that same claim. The party shown as "Lender" on the mortgage note was instrumental in the sale and issuance of the certificate to certificate holders, which means they knew that they were not any longer the holder of the note.

The QSPE is a weak repository and is not engaged in active management of the assets. So, a servicing agent is appointed. Moreover, *all legal and equitable interest in the*

Compliance with the REMIC and insulating the trust assets from creditors of third parties mortgages are required by the REMIC to be passed through to the certificate holders.

(who create or service the trust) leads to unilateral restructuring of the terms and conditions of the original note and mortgage. The above fact, and the enormous implications of it, cannot be more emphatically stressed. A typical mortgage pool consists of anywhere from 2,000 to 5,000 loans. This represents millions of dollars in cash flow payments each month from a servicer (receiving payments from borrowers) to a REMIC (QSPE) with the cash flow "passing through", tax-free, to the trust (REMIC). Those proceeds are not taxed until received as income to the investors. Only the investors have to pay taxes on the payments of mortgage interest received. The taxes a trust would have to pay on 30, 50, or 100 million dollars per year if this "pass through" taxation benefit didn't exist would be substantial and it would, subsequently, lower the value of the certificates to the investors, the true beneficiaries of these trusts. Worse, what would be the case if a trust that was organized in February 2005 were found to have violated the REMIC guidelines outlined in the Internal Revenue Code? At \$4 million per month in cash flow, there would arise over \$200 million in income that would now be considered taxable. It is worth repeating that in order for one of these investment trusts to qualify for the "pass through" tax benefit of a REMIC (in other words, to be able to qualify to be able to be referred to as a REMIC), *ALL LEGAL AND EQUITABLE INTEREST IN THE MORTGAGES HELD IN THE NAME OF THE TRUST ARE VESTED IN THE INVESTORS*, not in anyone else *AT ANY TIME*. If legal and/or equitable interest in the mortgages held in the name of the trust are claimed by anyone other than the investors, those that are making those claims are either defrauding the investors, or the homeowners & courts, or both. So, if the trust, or a servicer, or a trustee, acting on behalf of the trust, is found to have violated the very strict REMIC guidelines (put in place in order to

qualify as a REMIC), the "pass through" tax status of the REMIC can be revoked. This, of course, would be the equivalent of financial Armageddon for the trust and its investors. A REMIC can be structured as an entity (i.e., partnership, corporation, or trust) or simply as a segregated pool of assets, so long as the entity or pool meets certain requirements regarding the composition of assets and the nature of the investors' interests. No tax is imposed at the REMIC level. To qualify as a REMIC, all of the interests in the REMIC must consist of one or more classes of "regular interests" and a single class of "residual interests." Regular interests can be issued in the form of debt, stock, partnership *interests, or trust certificates, or any other form of securities, but* must provide the holder the unconditional right to receive a specified principal amount and interest payments.

REMIC regular interests are treated as debt for federal tax purposes. A residual interest in a REMIC, which is any REMIC interest other than a regular interest, is, on the other hand, taxable as an equity interest. According to Section 860 of the Internal Revenue Code, in order for an investment entity to qualify as a REMIC, all steps in the "contribution" and transfer process (of the notes) must be true and complete sales between the parties and must be accomplished within the three month time limit from the date of "startup" of the entity. Therefore, every transfer of the note(s) must be a true purchase and sale, and, consequently the note must be endorsed from one entity to another. Any mortgage note/asset identified for inclusion in an entity seeking a REMIC status must be sold into the entity within the three month time period calculated from the official startup day of the REMIC. Before securitization, the holder of an enforceable note has a financial responsibility for any possible losses that may occur arising from a possible default, which means that holder also has the authority to take steps to avoid any such losses (the right to foreclose). Securitization, however, effectively severs any such financial responsibility for losses from the authority to incur or avoid those losses. With securitization the

the mortgage and note unalienable. The reason is simple: once certificates have been issued, the note cannot be transferred, sold or conveyed; at least not in the sense that such a transfer, sale, or conveyance should be considered lawful, legal, and legitimate. This is because the securitized note forever changes the nature of that instrument in an irreversible way, much in the same way that individual pineapples and individual oranges can never be extracted, in their "whole" form, from a pineapple orange smoothie once they've been dropped in the blender and the blending takes place. It might appear that the inability to alienate the note has no adverse consequences for the debtor, but recent history disproves this notion. Several legislative and executive efforts to pursue alternate dispute resolution and to provide financial relief to distressed homeowners have been thwarted by the inability of the United States government to buy securitized mortgages without purchasing most of the certificates issued. An SPV cannot sell any individual mortgage because individual mortgages are not held individually by the certificate holders; the thousands of mortgages held in the name of the REMIC are owned

collectively by the certificate holders. Likewise, the certificate holders cannot sell the mortgages. All the *certificate* holders have are the securities, each of which can be publicly traded. The certificate holders are, in no sense, holders of any specific individual note and have no legal or beneficial interest in any specific individual note. The certificate holders do not each hold undivided fractional interests in a note which, added together, total 100%. The certificate holders also are not the assignees of one or more specific installment payments made pursuant to the note. For the certificate holder, there is no note. A certificate holder does not look to a specific note for their investment's income payment. Instead, the certificate holder holds a security similar to a bond with specific defined payments. The issuer of trust certificates is selling segments of cash flow.

The Servicer, Sub servicer, or some other party (counterparty) likely made a payment to the party who allegedly owns the purported debt obligation. This payment, if made, was intended to cover sums that are alleged to be in default. Therefore, the party who allegedly owns the purported debt obligation has, by virtue of that payment, not been damaged in any way. Therefore, if any sums have thusly been paid, how is it being truthfully stated that a default has occurred?

THE FALSE CLAIMS ACT

The False Claims Act provides liability for any person (I) who "knowingly presents, or causes to be presented, a false or fraudulent claim for payment or approval"; or (ii) who "knowingly makes, uses, or causes to be made or used, a false record or statement material to a false or fraudulent claim" 31 U.S.c. § 3729(a)(1)(A)-(B). The False Claims Act further provides that any person who violates the Act: "is liable to the United States Government for a civil penalty of not less than [\$5,500] and not more than [\$11,000] , plus 3 times the amount of damages which the Government sustains because of the act of that person... "

31 U.S.C. § 3729(a); see 28 C.F.R. § 85.3(a)(9).

UNIFORM RESIDENTIAL MORTGAGE SATISFACTION ACT
SECTION 203. SECURED CREDITOR TO SUBMIT SATISFACTION FOR
RECORDING; LIABILITY FOR FAILURE.

- (a) A secured creditor shall submit for recording a satisfaction of a security instrument within 30 days after the creditor receives full payment or performance of the secured obligation. If a security instrument secures a line of credit or future advances, the secured obligation is fully performed only if, in addition to full payment, the secured creditor has received a notification requesting the creditor to terminate the line of credit or containing a statement sufficient to terminate the effectiveness of the provision for future advances in the security instrument.
- (b) Except as otherwise provided in Section 205, a secured creditor that is35 required to submit a satisfaction of a security instrument for recording and does not do so by the end of the period specified in subsection (a) is liable to the landowner for any actual damages caused by the failure, but not punitive damages..
- (c) Except as otherwise provided in subsection (d) and in Section 205, a secured creditor that is required to submit a satisfaction of a security instrument for recording and does not do so by the end of the period specified in subsection (a) is also liable to the landowner for [\$500] and any reasonable attorney's fees and court costs incurred if, after the expiration of the period specified in subsection (a):
 - (1) the landowner gives the creditor a notification, by any method authorized by Section 103 that provides proof of receipt, demanding that the creditor submit a satisfaction for recording; and
 - (2) the creditor does not submit a satisfaction for recording within 30 days after receipt of the notification.
- (d) Subsection (c) does not apply if the secured creditor received full payment or performance of the secured obligation before the effective date of this [act].

Comment

1. Obligation to record satisfaction upon full performance. Subsection

- (a) provides that the secured creditor has an affirmative obligation to submit for recording a satisfaction of a security instrument within 30 days after full payment or performance of the secured obligation. If the secured creditor fails to satisfy this obligation, subsection
- (b) renders the creditor liable for actual damages caused by its failure, but not punitive damages other than the statutory penalty authorized by subsection (c). The exercise of this remedy is subject to the normal rules of pleading and proof.

2. Liability for statutory penalty and attorney's fees. Subsection

- (c) authorizes statutory damages of [\$500], and reimbursement of reasonable attorney's fees, against a secured creditor that fails to comply with the obligation to record a timely satisfaction of a security instrument. 36 The landowner may recover this sum in addition to any actual damages recoverable under subsection
- (b). This provision is conceptually similar to U.C.C. Section 9-625(e)(4), which provides for a minimum statutory damage recovery whenever an Article 9 secured party fails to provide a termination statement in a timely manner. Potential liability for statutory damages and attorney's fees (in addition to any actual damages) should provide secured creditors with appropriate incentives to take steps to record satisfactions in a timely manner. The landowner may not recover statutory damages and attorney's fees under subsection
- (c) unless the landowner first gives notification to the secured creditor, by a method authorized by Section 103 that also provides proof of receipt, demanding that the secured creditor submit a satisfaction document for recording within 30 days of the notification. The requirement for proof of receipt serves to ensure that the notification will be given in a manner that will serve to alert the secured creditor's administrative staff as to the potential legal significance of the notification, there by facilitating the creditor's ability to respond promptly to the notification. If the landowner fails to provide this notification, the landowner may still recover damages for any actual loss caused by the secured creditor's failure to record a timely satisfaction, but cannot collect statutory damages or attorney's fees. The landowner may not give the notification required by subsection

These statutes would continue to apply to a lender that received full payment of a mortgage obligation prior to the effective date of this Act but failed to record a timely satisfaction.

4. **Servicer's liability as "secured creditor."** In many cases, secured creditors will delegate responsibility for servicing mortgage loans, including the responsibility to record satisfactions of security instruments. In these cases, the Act treats the servicer as a "secured creditor," and the landowner thus could hold the servicer liable under the terms of the Act. Such delegations of authority do not automatically relieve the delegating secured creditor of its obligations under the Act. 37
5. **Disputes over whether full performance received.** Under the Act, the secured creditor must submit a satisfaction for recording if it has received full payment or performance of the secured obligation. The mere existence of a dispute over the balance of the secured obligation does not by itself toll the applicable 30-day grace periods established by this section. If the secured creditor does not submit a satisfaction for recording within 30 days, the secured creditor bears the risk that a court might later conclude that the landowner did in fact tender full payment of the secured obligation and that the secured creditor should have recorded a satisfaction. *See* Section 202, Comment 5, Illustration 7.
6. **Fees for preparing and recording satisfaction.** This Act leaves undisturbed any existing laws with respect to the secured creditor's ability to charge a fee for the preparation and recording of a satisfaction. Statutes in some states authorize the lender to charge a specified or reasonable fee to cover expenses of preparation and recording, while statutes in other states obligate the lender to provide the satisfaction without charge
7. **Landowner entitled to damages.** Under the Act, the "landowner" is the person entitled to collect actual and/or statutory damages in the event that a secured creditor fails to record a timely satisfaction. In this context, this means the landowner at the time of the secured creditor's failure to record a timely satisfaction. For example, suppose that Heinsz owns Blackacre, a home that is subject to a mortgage held by First Bank. Heinsz sells the home to Waldman. At the closing, Heinsz pays to First Bank the amount necessary to satisfy the balance of the mortgage debt, but First Bank fails to record a satisfaction within the 30 days following closing. For purposes of First Bank's liability under this section, Waldman is the landowner.

CLAIM AND PRAYER FOR RELIEF

WHEREFORE, the Claimant / Plaintiff respectfully request that judgment be entered in its favor and against all Defendants as follows:

1. That defendants cease and desist from violating 31 U.S.C. § 3729 et seq.;
2. That Court enters judgments against defendants in an amount equal to three times the amount of damages the United States has sustained due to the negligent actions of the Defendants, plus a civil penalty of not less than \$5,500 and not more than \$11,000 for each violation of 31 U.S.C. § 3729;
3. That Realtor / Plaintiff is awarded his home with free and clear title due to fraud on the court per Federal Rules of Civil Procedure 60(d)(3) which is not time barred and intended to protect the judicial process;
4. That Plaintiff be awarded the maximum amount allowed pursuant to § 3730(d) of the False Claims Act;
5. That Plaintiff be awarded all costs of this action, including attorney's fees, cost, and expenses pursuant to 31 U.S.C. § 3730(d); and the cost of the attempted sale as stated in the UNIFORM RESIDENTIAL MORTGAGE SATISFACTION ACT 2004, \$ 1,102,579.86.00
6. That the United States and Plaintiff be granted all such relief as the court deems just and proper.

Respectfully Filed ,

By:

Yashua Ank Bey El,
c/o YASHUA ANK BEY EL Estate

STATE OF NEW YORK COUNTY OF NEW YORK COUNTY

AFFIDAVIT OF TRUTH

Sworn to (or affirmed) and subscribed before me that all the

information I Yashua Ank Bel El herein is true correct and complete.

by: Yashua Ank Bey El:

This day of ~~12~~^{13th} of August, 2019, By

Krista Sessions

Notary public

My Commission Exp. 03/29/22.

KRISTA SESSIONS
Notary Public, State of New York
No. 04SE6219517
Qualified in Kings County
Commission Expires March 29, 2022

SEE ATTACHMENTS EXHBIT A1-A39

PROOF OF SERVICE This is to certify that the within and foregoing

AFFIDAVIT OF TRUTH was deposited into the U.S. Mail for
service upon the following:

Defendants:

Melissa Ferraida

Knuckles, Komoshinski, Manfro, LLP

565 TAXTER ROAD, SUITE 590)

ELMSFORD, NY 10523

CERTIFIED MAIL OR EXPRESS MAIL No. _____

_____, _____

United States District Courthouse
For the Southern District of New York

Yashua ank bey el,
c/o YASHUA ANK BEY EL Estate

And the family of Moors,
~ 421 8th Ave , New York , New York , [10001]
Claimant / Complainant

Plaintiff

VS

Melissa Ferraida

Knuckles, Komoshinski, Manfro, LLP

Defendants,

565 TAXTER ROAD, SUITE 590,
ELMSFORD, NY 10523

Miscellaneous Case No. _____

FILED UNDER SEAL PURSUANT TO

31 U.S.C. § 3730(b)(1)

COMPLAINT FOR VIOLATIONS OF
THE FALSE CLAIMS ACT

SUMMONS

YOU ARE HEREBY SUMMONED and required to serve upon plaintiff(s) a verified answer to the verified counter complaint this action within twenty days after the service of this summons, exclusive of the day of service, or within thirty days after service is complete if this summons is not personally delivered to you within the State of New York. In case of your failure to answer, judgment will be taken against you by default for the relief demanded in the counter complaint.

COPY CERTIFICATION BY DOCUMENT CUSTODIAN

State of New York I, El, Yashua-Ank Bey

(Name of custodian of original document)

}ss

County of New York hereby swear (or affirm) that the attached original of:Affidavit of Satisfaction

(Description of original document)

is a true, correct, and complete copy of a document in my possession.

(SEAL)

El, Yashua -

(Signature of custodian of original document)

Subscribed and sworn (or affirmed) to before me this

26 day of November 2018Cheryl Ann Mabry (APP)

(Notary's Signature)

CHERYL ANN MABRY
Notary Public State of New York
Registration No. 01MA6350859
Kings County
Certificate Filed in New York County
My Commission Expires November 21, 2023

Exhibit -1

Exhibit -2

Exhibit -3

ATTENTION NOTARY: Although the information below is OPTIONAL, it could prevent fraudulent attachment to another document.

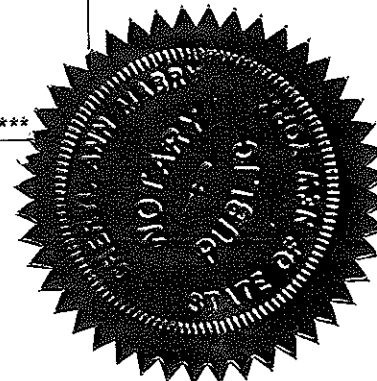
THIS CERTIFICATE Title of type of document: Affidavit of Satisfaction

MUST BE ATTACHED

TO THE DOCUMENT

DESCRIBED AT THE RIGHT Number of pages s: _____ Date of Document: 11-26-2018

Signer or issuing agency: _____



NOTARY'S CERTIFICATE OF SERVICE

It is hereby certified, that on the date noted below, the undersigned Notary Public mailed to:

CAMBRIDGE HOME CAPITAL LLC
80 CUTERMILL RD STE 410
GREAT NECK, NEW YORK, 11021

CITIMORTGAGE, INC.,
JOHN C. GERSPACH, CFO
388 GREENWICH STREET
NEW YORK, 10013

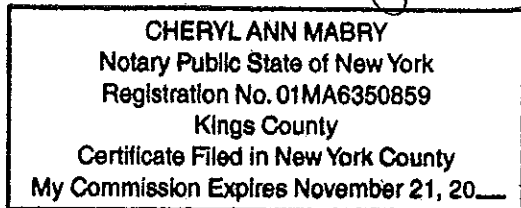
Hereinafter, "Recipient," the documents and papers pertaining to a certain

Account No. .2004364254-3 , Notice of Pending Affidavit of Satisfaction

regarding El, Yashua as follows:

1. Notice of Pending Affidavit of Satisfaction dated on or about October 27, 2018;
2. Reference copy of this Notary's Certificate of Service (signed original on file) by Registered or certified Mail No. 70181130000042312555 Return Receipt attached by placing same in a postpaid envelope properly addressed to Recipient at the said address and depositing same at an official depository under the exclusive face and custody of the U.S. Postal Service within the State of New York.

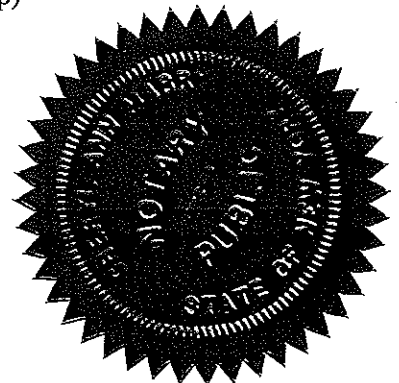
Cheryl Marbry 10/27/2018 (Seal)



NOTARY PUBLIC DATE

My commission expires:

Cheryl Marbry (Stamp)
Cheryl Marbry,



I Cheryl Mabry, domiciling on the land located near 271 Cadman Plaza East Po Box 21435
Brooklyn, New York, 11202

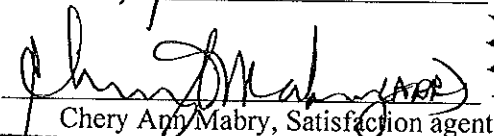
1. Being dually appointed as Satisfaction Agent, acting for and with the authority of the landowner, named as heir to the land and in conjunction with named Grantor Christopher Celestine in the Mortgage deed recorded in Kings County Recorder's office on Block 4456 lot 78, hereinafter referred to as the 'Security Agreement' service by CitiMortgage (the "Trustee") 393 Montauk Ave, Brooklyn New York 11208, commonly known as 393 Montauk Ave more specifically described as :

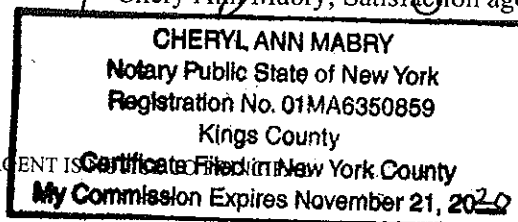
All That Parcel Of Land Being Known And Designated As Section 14 Lot Number 78, In Block Lettered "4456" Beginning At A Point Distant 95 Feet 10-1/4 Inches Southernly From The Corner Formed By The Intersection Of The Northernly Side Of Dumont Ave And The Easterly Side Of Montauk Avenue: Running Thence Easterly At Right Angles To Montauk Avenue And Part Of The Distance Through A Party 100 Feet: Thence Southernly Parallel With Montauk Avenue 41 Feet: Thence Westerly At The Right Angle To Montauk Avenue 100 Feet: To Montauk Avenue: Thence Northernly Along The Easterly Side Of Montauk Avenue 41 Feet To The Point Or Place Of The Beginning. Fully Described In Reel 5303 Page 0988, Recorded In Kings County Brooklyn, New York; With An Address Of 393 Montauk Ave, Brooklyn, Ny 11208 "Herein The Property"

2. I have reasonable grounds to believe that the real property described in the security instrument constitutes residential real property; and that
3. The CitiMortgage alleges to be a secured creditor; and that
4. The secured creditor has received full payment or line of credit for performance of the secured obligation; and that
5. The secured instrument does not appear on the record; and therefore
6. I, as Satisfaction Agent, acting with authorization of the land owner, real property described in the security instrument, intends to sign and submit for the recording for the recording an affidavit of satisfaction unless Within 30 days of the postmarked receipt of this presentment that the secured creditor submits a satisfaction of the security agreement for the recording; or unless
7. The satisfaction agent receives from the secured creditor an Affidavit of notification stating that the secured obligation remains unsatisfied; or unless
8. The satisfaction agent receives from the secured creditor a notification stating that the secured creditor has Assigned the security instrument and indentifying the name and address of the assignee

Mr. El, Yashua - Monk Bey

Executed on this 27, day of October 2018


Cheryl Ann Mabry, Satisfaction agent



NOTICE TO AGENT IS Certificate Filed in New York County
My Commission Expires November 21, 2020

CERTIFICATION OF NON-RESPONSE / NON-PERFORMANCE

New York }
 } ss Cheryl Mabry Notary
Kings County } 271 Cadman Plaza East Po Box 21435
 } Brooklyn, New York, 11202

PRESENTMENT Be it known, that, the person signing below, a duly empowered Notary Public, at the request of El, Yashua

CITIMORTGAGE, INC.,
JOHN C. GERSPACH, CFO
388 GREENWICH STREET
NEW YORK, 10013

the time limit having elapsed for rebuttal or acceptance thereof and providing a satisfaction of mortgage, which was not filed and a non-response / nonperformance. **PROTEST** Whereupon, the Notary Public signing below, for the reason **dishonor by non-response/non-performance**, does publicly and solemnly certify the dishonor as against all parties it may concern for liability equivalent to all costs, damages and interest incurred, or hereafter incurred, by reason of non-performance thereof and stipulations therein. **NOTICE** The undersigned Notary Public, certifies that on 11-26-2018 Notice(s) of Default were sent to the parties noted below by depositing in a depository of the United States Postal Service within the State indicated herein a sealed envelope containing said Notices(s) directed to the respective person(s) or entity(ies) at the last known corresponding address noted below:

NAME ADDRESS

CITIMORTGAGE, INC.,
JOHN C. GERSPACH, CFO
388 GREENWICH STREET
NEW YORK, 10013

TESTIMONY In testimony of the above I have signed my name and attached my official seal
Notary Public *[Signature]*
My commission expires: 11/21/2020
Date 11/21/2018

El, Yashua

CERTIFICATION OF DUE PRESENTMENT OF NOTICE OF PENDING SATISFACTION UNDER NOTARY SEAL

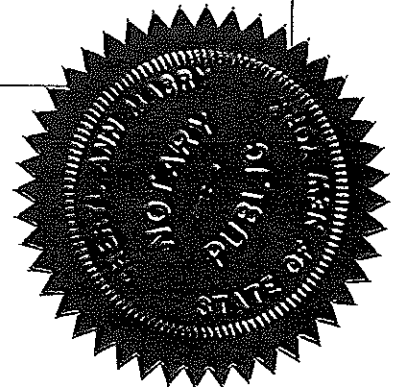
Date of Presentment: October 27, 2018

Notice Presented Under Seal: COMMERCIAL AFFIDAVIT DATED OCTOBER 27, 2018 REQUEST REGARDING A STATEMENT OF ACCOUNT DATED OCTOBER 27, 2018.

Notary's Certification: The above-noted parties were presented notice under notary seal that certification of non-response or default within thirty (30) days of postmark, for the Commercial Affidavit, notice postmark and default, for the Request Regarding a Statement of Account, pending satisfaction would comprise their acceptance of the facts set forth within these Instruments, the time having elapsed for response thereof.

CHERYL ANN MABRY
Notary Public State of New York
Registration No. 01MA6350859
Kings County
Certificate Filed in New York County
My Commission Expires November 21, 2022

NOTICE TO AGENT IS NOTICE TO PRINCIPAL



NOTICE OF DEFAULT

New York }
 } ss.
Kings County }

Default date 11-25-2018

PRESENTMENT Be it known, that, the person signing below, a duly empowered Notary Public,
at the request the request of El, Yashua In care of

Cheryl Mabry Notary
271 Cadman Plaza East Po Box 21435
Brooklyn, New York, 11202

Creditor Address CITIMORTGAGE, INC.,
 JOHN C. GERSPACH, CFO
 388 GREENWICH STREET
 NEW YORK, 10013

did duly present on 11-26-2018 the instrument(s) notice of pending satisfaction dated 11-26-2018 to CITIMORTGAGE, INC., JOHN C. GERSPACH, CFO Respondent(s) did not respond; signed by Cheryl Mabry Notary REQUEST REGARDING A STATEMENT OF ACCOUNT; and, Commercial Affidavit the time limit having elapsed for acceptance or rebuttal thereof, which was refused by non-performance/non-response.

PROTEST Whereupon, the Notary Public signing below, for the reason dishonor by non-performance/nonresponse, does publicly and solemnly certify the dishonor as against all parties it may concern for default on the instrument(s), by reason of non-performance/non-response thereof and stipulations therein.

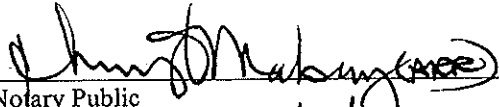
NOTICE The undersigned Notary Public, certifies that on 11-26-2018 Notice(s) of Default were sent to the parties noted below by depositing in a depository of the United States Postal Service within the State indicated herein a sealed envelope containing said Notices(s) concerning pending affidavit of satisfaction directed to the respective person(s) or entity(ies) at the last known corresponding address noted below:

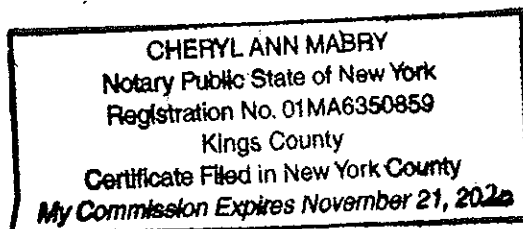
NAME ADDRESS

CITIMORTGAGE, INC.,
JOHN C. GERSPACH, CFO
388 GREENWICH STREET
NEW YORK, 10013

El, Yashua

TESTIMONY In testimony of the above, I have signed my name and attached my official seal


Notary Public
My commission expires: 11/21/2020
Date 11/26/2020



WARRANTY GRANT DEED

15 U.S. Code § 1692I. Administrative enforcement

(Pub. L. 90-321, title VIII, § 814, as added Pub. L. 95-109, Sept. 20, 1977, 91 Stat. 881; amended Pub. L. 98-443, § 9(n), Oct. 4, 1984, 98 Stat. 1708; Pub. L. 101-73, title VII, § 744(n), Aug. 9, 1989, 103 Stat. 440; Pub. L. 102-242, title II, § 212(e), Dec. 19, 1991, 105 Stat. 2301; Pub. L. 102-550, title XVI, § 1604(a)(8), Oct. 28, 1992, 106 Stat. 4082; Pub. L. 104-88, title III, § 316, Dec. 29, 1995, 109 Stat. 949; Pub. L. 111-203, title X, § 1089(3), (4), July 21, 2010, 124 Stat. 2092, 2093.)

DUE NOTICE: This is a notice of tax, notice in due form...wilde v. Wilde, 2 Nev. 306.

YASHUA ANK BEY EL Grantor, an unenumerated association Grandfathered via the serial states of the union..International organization Postal Master General per -COLB registration #156-71-310907. As Grantor/Settlor for the consideration via receipt/purchase and ownership of the bond registered # **RE U.S. 886 586 281**, Per -HJR -192. public law 73 -10. 31 USC. 5118 (d)2. Furthermore I due herby declare all Derivatives, Securities, Employees and persons (in Personum) that i create or manufacture, protected and enforcement via: **Postal Laws, 5 U.S. Stat. 739. Internal revenue, 14 U.S. Stat. 111, 145, 152; 14 id. 475, 483; 15 id. 167; 13 id. 239, 240, 305; 13 id. 483. Imports, 4 U.S. Stat. 632; 1 id. 76. Merchant Vessels. 10 U.S. Stat. 720.**

I hereby Transfer, Convey, Grant and Deed private and real property to Yashua Ank Bey El : A living breathing flesh and blood man, owner and Superior allodial Bond holder as Grantee and occupant office of the President, located on and near 393 Montauk, Avenue Brooklyn, United States of America .free rural route.transient .

ON THIS FIFTH DAY, EIGHTH MONTH, TWO ZERO, ONE NINE

Care of County New York, Nation State New York within the United States . I /we hereby sign this grant / warranty deed.

by: Yashua-Ank Bey: EL: EX

By: [s]

Registered No. RA886586281US		Date Stamp	
To Be Completed By Post Office	Reg. Fee \$0.47	0354 138 JUL - 5 2019 USPS 11201 PLAZA STATION	Return Receipt Restricted Delivery
	Handling Charge \$11.70		
	Postage \$2.70		
	Received by \$0.00		
	Customer Must Declare Full Value \$0.00		
Domestic Insurance up to \$25,000 is included based upon the declared value. International indemnity is limited. (See Reverse).			
BROOKLYN, NY 11201			
OFFICIAL USE			
To Be Completed By Customer (Please Print)	FROM	YASHUA-ANK-BEY:EL:ESTATE 421 8th Ave - General Delivery United State minor outlying islands near NY, E 10001-9998 Morocco	
	TO	YASHUA-ANK-BEY:EL:Trust PO BOX 198 NEW YORK, NY E 10001-9998	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION C	
Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature B. Registered by (Printed Name) C. Yashua-Ank-Bey D. Is delivery address different from the return address? If YES, enter delivery address	
Article Addressed to Yashua-Ank-Bey: EL: Trust PO Box 198, 421 8th Ave L, Sanguine North America E 10001-9998		E. Service type <input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Certified Mail <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collection Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	
Article Number (transferred from service label) 9590 9402 2434 6132 2054 65		RA 886 586 281 US	

Print Request ID 2019080700000671 - 0001

CERTIFIED COPY

CITY OF NEW YORK

DEPARTMENT OF FINANCE

OFFICE OF THE CITY REGISTER, BROOKLYN / KINGS COUNTY

The document attached hereto

CRFN 2018000394772 SATISFACTION OF MORTGAGE recorded on
11-29-2018 15:00 page(s) 1 - 3

is a true and correct copy of the original document recorded in the Office of
the City Register of New York on as attested by the City Register on

08-07-2019 15:47



Annette M. Hill
City Register

**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.


2018112400018001003E9D90
RECORDING AND ENDORSEMENT COVER PAGE
PAGE 1 OF 3
Document ID: 2018112400018001
Document Date: 11-24-2018
Preparation Date: 11-28-2018
Document Type: SATISFACTION OF MORTGAGE
Document Page Count: 1
PRESENTER:

YASHUA ANK BEY EL TRUST
PO BOX 198
NEW YORK
NEW YORK, NY 10001
914-363-0828
YABEHOLDINGCOMPANYLLC@GMAIL.COM

RETURN TO:

YASHUA ANK BEY EL TRUST
PO BOX 198
NEW YORK
NEW YORK, NY 10001
914-363-0828
YABEHOLDINGCOMPANYLLC@GMAIL.COM

Borough	Block	Lot	PROPERTY DATA Unit Address
BROOKLYN	4456	78	Entire Lot 393 MONTAUK AVE
Property Type: DWELLING ONLY - 4 FAMILY Air Rights			

CROSS REFERENCE DATA
CRFN: 2007000294896
☒ Additional Cross References on Continuation Page

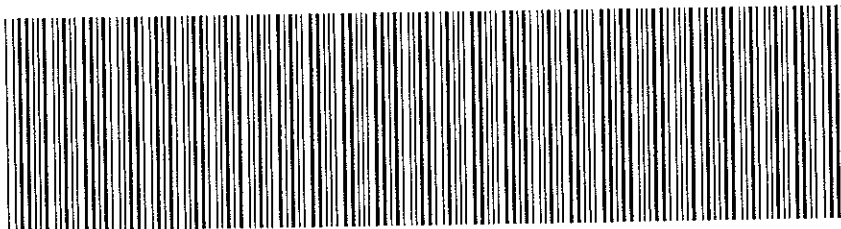
PARTIES
MORTGAGER/BORROWER:
CHRISTOPHER CELESTINE

MORTGAGEE/LENDER:
CITIMORTGAGE

FEES AND TAXES

Mortgage :		Filing Fee:	
Mortgage Amount:	\$ 0.00		\$ 0.00
Taxable Mortgage Amount:	\$ 0.00	NYC Real Property Transfer Tax:	\$ 0.00
Exemption:		NYS Real Estate Transfer Tax:	\$ 0.00
TAXES: County (Basic):	\$ 0.00		
City (Additional):	\$ 0.00		
Spec (Additional):	\$ 0.00		
TASF:	\$ 0.00		
MTA:	\$ 0.00		
NYCTA:	\$ 0.00		
Additional MRT:	\$ 0.00		
TOTAL:	\$ 0.00		
Recording Fee:	\$ 42.00		
Affidavit Fee:	\$ 0.00		

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



2018112400018001003C9F10

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)

PAGE 2 OF 3

Document ID: 2018112400018001

Document Date: 11-24-2018

Preparation Date: 11-28-2018

Document Type: SATISFACTION OF MORTGAGE

CROSS REFERENCE DATA

CRFN: 2008000399180

11-28-2018

AFFIDAVIT OF SATISFACTION

1. I Cheryl Mabry Being duly appointed Notary as Satisfaction Agent, acting for and with the authority of the landowner, named as heir to the land and in conjunction with named Grantor Christopher Celestine.
2. I am signing this Affidavit of Satisfaction to evidence full payment or performance of the obligations secured by real property covered by the following security instrument (the "secured instrument") currently held by CitiMortgage (the "secured creditor") The Mortgage deed recorded in Kings County Recorder's office on Block 4456 lot 78, Doc No. 2007052301603001 hereinafter referred to as the 'Security Agreement' service by CitiMortgage (the "Trustee"), Title of instrument: Mortgage, Original parties to instrument: CHRISTOPHER CELESTINE and CAMBRIDGE HOME CAPITAL, LLC Recorded in kings County, 6/7/2007, 10:53 am. In the principal sum amount of 707,400.00, Doc ID 2007052301603001, CFR No. 2007000294896, On April 30 2007, an Assignment of Mortgage to CitiMortgage from CAMBRIDGE HOME CAPITAL, LLC with Mortgage Electronic Registrations Systems .inc as nominee for CAMBRIDGE HOME CAPITAL, LLC to CitiMortgage in the principal sum amount of 707,400.00 and recorded in Kings County Recorder's office Document dated 5/5/2008 filed and recorded 10/9/2008 Doc ID No. 2008100300334001, CFR No. 2008000399180 for loan No. 2004364254 effective date on or before May 5, 2008. In the COUNTY of KINGS covering the premises Known as 393 MONTAUK AVE BROOKLYN, NEW YORK, 11208

The legal description to the real property to which this affidavit relates, is as follows:

All That Parcel Of Land Being Known And Designated As Section 14 Lot Number 78, In Block Lettered "4456" Beginning" At A Point Distant 95 Feet 10-1/4 Inches Southernly From The Corner Formed By The Intersection Of The Northernly Side Of Dumont Ave And The Easterly Side Of Montauk Avenue: Running Thence Easterly At Right Angles To Montauk Avenue And Part Of The Distance Through A Party 100 Feet: Thence Southernly Parallel With Montauk Avenue 41 Feet: Thence Westerly At The Right Angle To Montauk Avenue 100 Feet: To Montauk Avenue: Thence Northernly Along The Easterly Side Of Montauk Avenue 41 Feet To The Point Or Place Of The Beginning . Fully Described In Reel 5303 Page 0988, Recorded In Kings County Brooklyn, New York; With An Address Of 393 Montauk Ave, Brooklyn, New York 11208 "Herein The Property"

3. I have reasonable grounds to believe that:
 - a. the secured creditor has received full payment or a line of credit for performance of the balance of the obligations secured by the security instrument; and
 - b. the real property described in the security instrument constitutes residential real property.
4. With authorization of the landowner notice of intent to sign and submit the Affidavit of satisfaction has been given to the secured creditor by certified mail article number 70181130000042312555 by method authorized by section 103 that provides proof of receipt and that I would sign and record an affidavit of satisfaction of the security instrument if the 30-day time allowed for response has elapsed, and there exists no evidence that the secured creditor has submitted a satisfaction for the recording nor have I received notification that the secured obligation remains unsatisfied; and therefore the obligations are deemed satisfied.

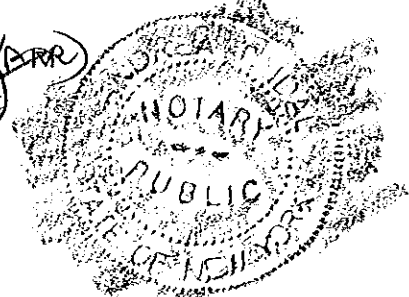
Executed on this 28 day of November 2018


Cheryl Ann Mabry, Satisfaction agent

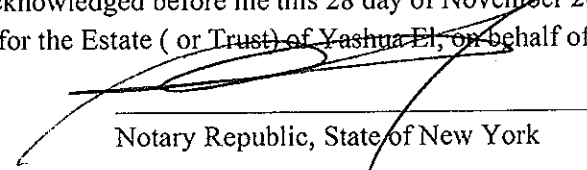
Acknowledgement

New York }
 } ss.
Kings County }

SEAL



This instrument was acknowledged before me this 28 day of November 2018, by El' Yashua
Executor, land Owner for the Estate (or Trust) of Yashua El, on behalf of said Estate (or Trust)


Notary Republic, State of New York

ANDREA TINDAL
NOTARY PUBLIC-STATE OF NEW YORK
No. 011110253
Qualified in Kings County
My Commission Expires 01-27-2021

Certificate of Registration

FORM TX

UNITED STATES COPYRIGHT OFFICE

REGISTRATION NUMBER

TXu 1-252-366



K77A001252366#

EFFECTIVE DATE OF REGISTRATION

 July 18, 2005
 Month Day Year


This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Acting United States Register of Copyrights and Director

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET

1 TITLE OF THIS WORK ▼

SOVEREIGN (Royal) Ascent of Ataturum

PREVIOUS OR ALTERNATIVE TITLES ▼

Genetic Survey and Family Chronicle of the Moorish Empire and its Bloodright Heirs

PUBLICATION AS A CONTRIBUTION If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared. Title of Collective Work ▼

If published in a periodical or serial give Volume ▼

Number ▼

Issue Date ▼

On Pages ▼

2

NAME OF AUTHOR ▼

a The Magnificent Prince Akbar Ul-Dei

 Was this contribution to the work a work made for hire? ☐ Yes ☒ No

AUTHOR'S NATIONALITY OR DOMICILE

Name of Country

 OR Citizen of ► Ataturum
 Domiciled in ► America

DATES OF BIRTH AND DEATH

Year Born ▼

Year Died ▼

1/31/65

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous? ☐ Yes ☒ NoPseudonymous? ☐ Yes ☒ No

If the answer to either of these questions is Yes, see detailed instructions.

NATURE OF AUTHORSHIP Briefly describe nature of the material created by this author in which copyright is claimed ▼

Legal Document / Publication of Foreign Status and Jurisdiction

NAME OF AUTHOR ▼

DATES OF BIRTH AND DEATH

Year Born ▼

Year Died ▼

 Was this contribution to the work a work made for hire? ☐ Yes ☒ No

AUTHOR'S NATIONALITY OR DOMICILE

Name of Country

 OR Citizen of ►
 Domiciled in ►

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous? ☐ Yes ☒ NoPseudonymous? ☐ Yes ☒ No

If the answer to either of these questions is Yes, see detailed instructions.

NATURE OF AUTHORSHIP Briefly describe nature of the material created by this author in which copyright is claimed ▼

NAME OF AUTHOR ▼

DATES OF BIRTH AND DEATH

Year Born ▼

Year Died ▼

 Was this contribution to the work a work made for hire? ☐ Yes ☒ No

AUTHOR'S NATIONALITY OR DOMICILE

Name of Country

 OR Citizen of ►
 Domiciled in ►

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous? ☐ Yes ☒ NoPseudonymous? ☐ Yes ☒ No

If the answer to either of these questions is Yes, see detailed instructions.

NATURE OF AUTHORSHIP Briefly describe nature of the material created by this author in which copyright is claimed ▼

3 YEAR IN WHICH CREATION OF THIS WORK WAS COMPLETED

2005 This information must be given in all cases.

DATE AND NATION OF FIRST PUBLICATION OF THIS PARTICULAR WORK

Complete this information ONLY if this work has been published. Month ► Day ► Year ►

Nation

4 COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2 ▼

 The Magnificent Prince Akbar Ul-Dei
 22 West Main Street

32nd Avenue, New York State Constitutional Republic

Non-Domestic Postal Dispatch # 14709 (TDC)

TRANSFER If the claimant(s) named here in space 4 are different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright ▼

 APPLICATION RECEIVED
 JUL 18 2005

 ONE DEPOSIT RECEIVED
 JUL 18 2005

TWO DEPOSITS RECEIVED

REMITTANCE NUMBER AND DATE

 MORE ON BACK ► • Complete all applicable spaces (numbers 5-11) on the reverse side of this page.
 • See detailed instructions. • Sign the form at line 10.

DO NOT WRITE HERE

Page 1 of 1 pages

NOTE

Under the law, the author of a work made for hire is generally the employer, not the employee (see instructions). For any part of this work that was made for hire, check Yes in the space provided, give the employer (or other person for whom the work was prepared) as Author of that part and leave the space for dates of birth and death blank.

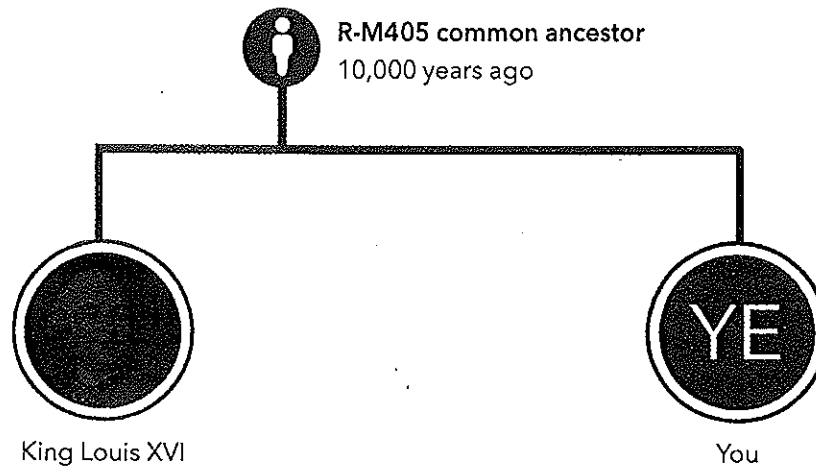
R-L48 is relatively common among 23andMe customers.

Today, you share your haplogroup with all the paternal-line descendants of the common ancestor of R-L48, including other 23andMe customers.

1 in 21

23andMe customers share your haplogroup assignment.

You share a paternal-line ancestor with King Louis XVI.



The rule of France by men of the House of Bourbon began with King Henri IV in 1589 C.E. and continued until the beheading of his direct paternal descendant King Louis XVI in 1793. Several years ago, researchers analyzed a mummified head and a blood-soaked cloth that they believed might belong to the two kings, and concluded that the royal paternal line belonged to haplogroup G. In a more recent study, however, a different set of researchers tested three living men who are direct descendants of the Bourbon kings. Their efforts revealed that the male lineage of the House of Bourbon is actually a branch of haplogroup R-M405, from which your paternal line also stems.

The Genetics of Paternal Haplogroups

The Y Chromosome

Most of the DNA in your body is packaged into 23 pairs of chromosomes. The first 22 pairs are matching, meaning that they contain roughly the same DNA inherited from both parents. The 23rd pair is different because in men, the pair does not match. The chromosomes in this pair are known as "sex" chromosomes and they have different names: X and Y. Typically, women have two X chromosomes and men have one X and one Y.

Your genetic sex is determined by which sex chromosome you inherited from your father. If you are genetically male, you received a copy of your father's Y chromosome along with a gene known as SRY (short for *sex-determining region Y*) that is important for male sexual development. If you are genetically female, you received a copy of the X chromosome from both of your parents.

DNA
Consultants

CERTIFICATE OF ANCESTRY

Yashua EL

Ordered a DNA Fingerprint Ancestry Test from Our Laboratories
Showing the Rare Akhenaten Gene in Autosomal Ancestry

Donald H. Felt
Principal Investigator

DDC
DNA Diagnostics Center

DNA Consultants, P.O. Box 2477, Longmont, Colorado 80502

February 24, 2016

NOTICE OF SALE

SUPREME COURT COUNTY OF KINGS, CITIMORTGAGE, INC., Plaintiff, vs. CHRISTOPHER CELESTINE, ET AL., Defendant(s).

Pursuant to a Judgment of Foreclosure and Sale duly filed on July 30, 2018 and an Order Pursuant to CPLR 2004 Extending the Time to Set Sale, to Ratify Sale Nunc Pro Tunc filed on June 13, 2019, I, the undersigned Referee will sell at public auction at the Kings County Supreme Court, Room 224, 360 Adams Street, Brooklyn, NY on August 15, 2019 at 2:30 p.m., premises known as 393 Montauk Avenue, Brooklyn, NY. All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, Block 4456 and Lot 78. Approximate amount of judgment is \$1,102,579.86 plus interest and costs. Premises will be sold subject to provisions of filed Judgment Index # 15792/2008.

Philip Smallman, Esq., Referee

* Knuckles, Komosinski & Manfro, LLP, 565 Taxter Road, Suite 590, Elmsford, NY 10523, Attorneys for Plaintiff

Cash will not be accepted.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

Yashua Ank Bey El
Yashua Ank Bey El Estate

Write the full name of each plaintiff or petitioner.

Case No. _____ CV _____

-against-

Melissa Ferraiola
Knuckles, Kosmoshinski, Mangal DP

Write the full name of each defendant or respondent.

NOTICE OF MOTION

RECEIVED
SDNY PRO SE OFFICE
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PLEASE TAKE NOTICE that

Plaintiff
plaintiff or defendant

Yashua Ank Bey El
name of party who is making the motion

requests that the Court:

Briefly describe what you want the court to do. You should also include the Federal Rule(s) of Civil Procedure or the statute under which you are making the motion, if you know.

In support of this motion, I submit the following documents (check all that apply):

- ☐ a memorandum of law
☒ my own declaration, affirmation, or affidavit
☐ the following additional documents:

8-13-19

Dated

El, Yashua - Ank Bey

Signature

El, Yashua - Ank - Bey

Name

Prison Identification # (if incarcerated)

~ 421 8th Ave

Address

NY

City

NY

State

10001

Zip Code

914 960-0641

Telephone Number (if available)

yabeholdingcompanyllc@gmail.com

E-mail Address (if available)

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

Yashua Ank Bey El
Yashua Ank Bey El Estate

Fill in above the full name of each plaintiff or petitioner.

Case No. _____ CV _____

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-against-

Melissa Ferraiola
Knuckles Komoshinski, Mantro LLP
565 Tater Road Suite 590
Elmsford NY, 10523

Fill in above the full name of each defendant or respondent.

DECLARATION

is False claims violation
There purpose of this declaration is
Melissa Ferraiola and Knuckles Komoshinski, Mantro LLP

Briefly explain above the purpose of the declaration, for example, "in Opposition to Defendant's Motion for Summary Judgment."

I, I Yashua Ank Bey El, declare under penalty of perjury that the
EL, Yashua Ank Bey
following facts are true and correct:

In the space below, describe any facts that are relevant to the motion or that respond to a court order. You may also refer to and attach any relevant documents.

Melissa Ferraiola and Knuckles Komoshinski,
Mantro LLP Made False Claims as
per the uniform ~~RE~~ Residential Mortgage
Satisfaction Act and agreed to be
fully liable for all damage which
resulted in an illegal unlawful forecloser.
see attachments.

Attach additional pages and documents if necessary.

8-13-19

Executed on (date)

E1, Yashua-Ank Bey

Name

421 8th Ave New York, NY [10001]

Address

914 960-0641

Telephone Number (if available)

E1, Yashua-Ank Bey ©

Signature

Prison Identification # (if incarcerated)

City

State

Zip Code

yabeholdingcompany11c@gmail.com

E-mail Address (if available)